

**AGREEMENT**

**between**

**TOWNSHIP OF EWING**

**and**

**CWA UNION - LOCAL 1032  
CLERICAL/ADMINISTRATIVE**

**July 1, 1996 - June 30, 1999**

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## AGREEMENT

THE AGREEMENT, made this \_\_\_\_\_ day of July, 1996, by and between the TOWNSHIP OF EWING, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as "Employer" and CWA Local 1032, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, (Clerical and Administrative) hereinafter called the "Union".

### WITNESSED

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the promises, the parties hereto agree as follows:

### ARTICLE I

#### SECTION I:

**RECOGNITION:** The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto, and by "reference made a part of this Agreement, and for additional classification as the parties may later agree to include."

#### SECTION II:

**NO STRIKE CLAUSE:** It is agreed that during the term of this agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such work order to the Employer and use every means at its disposal to influence the employees to return to work.

#### SECTION III:

**DUES AND DEDUCTIONS:** The Union shall provide to the Employer in advance of each calendar year during the term hereof written notice of the amount of the annual regular Union dues to be effective for the succeeding calendar year. To the extent not in conflict with applicable law, upon receipt of a lawfully executed written authorization from an employee to do so, the Employer

shall deduct the entire regular Union dues of the employee from such employee's paycheck. It shall be a condition of employment that all employees eligible to become members of the Union, but who are not members of the Union, shall be required to pay to the Union an agency shop fee of 85% percent of the regular Union dues. Therefore, to the extent not in conflict with applicable law, the Employer shall deduct from the paycheck of an employee who does not provide to the Employer written authorization to deduct the entire regular Union dues an amount equal to 85% percent of such regular Union dues.

All deductions under this Section will be remitted by the Employer to the Union by the Employer sending the same by regular mail to the Communications Workers of America, AFL-CIO, 900 Brunswick Avenue, Trenton, New Jersey 08638, not later than the tenth (10th) day following the deduction from the employee's paycheck. Payroll deduction dues will be made by the Employer commencing with the first pay period following the completion of thirty (30) calendar days of employment by the employee with the Employer in a bargaining unit position. The amount of Union dues to be deducted and remitted monthly, and each monthly installment shall be in an amount equal to one-twelfth (1/12) of the annual regular Union dues (or 85% percent thereof, as the case may be, as here in above provided).

Anything herein to the contrary notwithstanding, any authorization received by the Employer from an employee to withhold the full amount of regular Union dues from the employee's paycheck may be withdrawn by the employee at any time by filing a notice thereof with the Employer's disbursing officer. The filing of such notice of withdrawal shall be effective to halt deductions as of the July 1st next succeeding the date on which the notice of withdrawal is filed.

The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. This authorization may be withdrawn by such person holding employment at any time by filing of such notice of such withdrawal with the public employer disbursing officer. The filing of notice of withdrawal shall be effective to halt deduction as of the July 1st next succeeding the date on which notice of withdrawal is filed.

#### SECTION IV:

**SAVE HARMLESS CLAUSE:** The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders of judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

#### SECTION V:

##### **UNION REPRESENTATIVES:**

A. Representatives of the Union, who are not employees of the Township of Ewing, shall be permitted on the premises of the Employer for Union business solely and by the international representative presenting himself to the present head of the department or his designee prior to the discussion of Union business.

B. A steward shall be granted a reasonable amount of time during his working hours, without loss of pay, to present, discuss, and adjust a grievance with the Township. The steward shall notify his/her immediate supervisor and request permission to investigate any grievance. Such permission shall not be unreasonably denied.

#### SECTION VI:

**EQUAL TREATMENT AND NONDISCRIMINATION:** The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, sexual preference, religion, political affiliation, physical handicap, marital status, Union membership or Union activities. However, Union and Employer agree that an employee of the unit must be able to meet physical requirements of the position as set forth in the New Jersey Department of Personnel Job Description and any future revisions thereto.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

#### SECTION VII:

**UNION TRAINING:** Provided twenty-one (21) calendar days advance notice is given by the Union to the Township, each shop steward will be granted one (1) day leave of absence with pay for Union training during an agreement year, and up to four (4) additional days leave of absence without pay for Union training during an agreement year. The total paid leave for all Shop Stewards during any agreement year shall not exceed five (5) days. This leave will be subject to the department head's approval, which will not be unreasonably withheld. In no event shall the total number of days of training exceed fifteen (15) within an agreement year.

### ARTICLE II

**MANAGEMENT RIGHTS:** It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer within the Department, to determine the amount of over time to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the Union, maintenance, and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise except as they may be otherwise specifically limited in this agreement.

### ARTICLE III



## SENIORITY

### A. DEFINITIONS

1. **SENIORITY:** Seniority is defined as an employee's continuous length of service with the Township, beginning with his latest date of hire.

2. **DEPARTMENTAL SENIORITY:** Departmental Seniority is defined as an employee's continuous length of service in a department of the Township beginning with the employee's latest date of hire.

**B. LOSS OF SENIORITY:** Continuous service for seniority purpose shall be broken for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment, where actual work time has been lost.
3. Failure to report as required following the expiration of an approved leave of absence unless the employee has a justifiable reason for his inability to report.
4. Absence from work without reporting for five (5) consecutive workings days unless reasonable and satisfactory excuse for not having notified the Township is presented.

**C. PROBATIONARY EMPLOYEES:** Newly hired employees shall be considered probationary employees for the first three (3) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever. Upon completion of the probationary period, an employee's seniority shall be his/her date of commencement of employment, including the probationary period, for purposes of benefits.

**D. LAYOFF:** Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications and skills and abilities for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position unless such employees on recall refuse to accept such employment.

**E.** In all applications of seniority under this article where ability to perform work and physical fitness are equal as determined by the Township, total Township seniority shall be given preference regarding layoffs, promotions, demotions, sick leave, vacation leave and recall. Departmental seniority shall be given preference for overtime, temporary upgrades, and work shifts.

F. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a departmental seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

G. The Township shall maintain an accurate, up-to-date seniority roster showing such employees date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

H. The Township shall promptly advise the appropriate Union representative of any change which necessitates amendments to the seniority list.

#### ARTICLE IV

##### SECTION I: PAID LEAVES OF ABSENCE

###### SICK LEAVE:

A. Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year. Such leave for provisional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. If any employee is absent for reasons that entitled him/her to sick leave, his/her supervisor or his/her designee shall be notified prior to the employee's starting time or in conformance with department regulations.

D. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Sick leave credits shall continue to accrue while the employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.

F. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

G. Permanent employees will be permitted to use his/her sick leave for emergencies incurred by members of his/her immediate family in accordance with Department of Personnel regulations and Department of Personnel definitions of immediate family.

H. **SICK TIME POLICY:** All requests for sick time off must be called into the office prior to the start of the regular work day for that department. Failure to call in or give appropriate notification may result in disciplinary action. Continued neglect of this requirement will result in suspension or termination.

Sick days are credited to all permanent employees in advance of January 1st of each year, however, it is understood they are credited anticipating the employee will work the full twelve (12) months during the year. If the employee does not work twelve months during the year, sick leave will be pro-rated accordingly.

If an employee is absent for reasons that entitle him/her to sick leave, it is understood by the Township that they will be at home and if for some reason the employee must leave their home they must submit to the department a phone number where they can be reached.

Sick leave is not to be used for personal business and when same is improperly used, the employee will be subject to disciplinary measures which could result in his/her removal.

The Appointing Authority and/or Department Head or his designee may require proof of illness of employee on sick leave, whenever such requirements appear reasonable. This will be at the discretion of the Department Head. Abuse of sick leave shall be cause for disciplinary action. Proof of illness must be documented by a certified physician with his/her signature.

## **SECTION II:**

### **BEREAVEMENT LEAVE:**

A. In the event of the death of a member of the immediate family of any employee covered by this agreement, the immediate family being Mother, Father, Sister, Grandmother, Grandfather, Brother, Spouse, Child, Mother-in-Law, Father-in-Law, and other relatives who are living in the household of the employee at the time of their death, said employee shall be excused from work from the date of death until the day of burial inclusive. The employee will be paid his hourly rate of pay for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours for any one (1) day.

B. In the event of the death of an employee's Brother-in-Law, Sister-in-Law, Aunt or Uncle, the employee will be excused for the day of the funeral with pay if he is scheduled to work.

C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that an employee will either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay, or disability

benefits as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above. However, if a member of the family is buried outside the United States and the employee does not attend, then one (1) day's funeral pay will be paid.

D. Employees will be required to submit proof of death for the purpose of receiving payment under Section B and C.

### SECTION III:

#### **OCCUPATIONAL INJURY LEAVE:**

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one hundred eighty (180) working days from the date of injury.

In the event that an injured employee receives temporary disability under Worker's Compensation during the course of the aforementioned one hundred eighty (180) working days, he/she is to endorse said draft payable to the Finance Officer of the Township of Ewing. Said tender of draft to the Township of Ewing will be by way of reimbursement to the aforementioned Township toward payment to the injured employee's full salary during the course of the one hundred eighty (180) working day period. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Township Finance Officer, he/she shall not then receive full pay but only the difference between the compensation pay and his/her full pay during the one hundred eighty (180) working day period of time.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

### SECTION IV:

**MILITARY LEAVE:** An employee may be granted a leave of absence up to two (2) weeks to complete his/her military obligation. The Township will make up a difference in pay which the employee receives from the military and his/her regular pay.

### SECTION V:

**JURY DUTY LEAVE:** In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absences from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only from the time required to serve on jury duty, and if there are times the employee is not scheduled

for jury duty, then and in that case, must report for work. All requests for jury duty leave must be filed with the Department Head prior to the leave. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he/she is to return to work immediately after the lunch period.

#### SECTION VI:

##### NON-PAID LEAVE OF ABSENCE:

A. All other leaves of absence without pay shall be at the discretion of the Township.

B. Employee returning from authorized leaves of absences as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave.

##### MATERNITY LEAVE PROVISION

#### SECTION VII:

**MATERNITY LEAVE.** Female employees shall advise the Employer in writing of a pregnancy. The rights of a female employee shall include, but shall not be limited to, the following provisions:

A. In addition to the other provisions of this Article, the female employee shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.

B. In addition, a female employee with one (1) year or more of service shall be granted, on thirty (30) days written notice, maternity leave without pay for up to six (6) months duration and shall be returned to work without loss of prior seniority, or prior benefits, provided that she notifies the Business Administrator of the Township in writing no later than after three (3) months of leave that she intends to return to work.

C. The female employee shall be entitled to all benefits normally provided to employees pursuant to this Article, consistent with applicable laws and regulations relating to employee benefits.

D. Upon return to work, the female employee shall be entitled to be placed in the same position which she held before departing on maternity leave.

#### ARTICLE V

**GRIEVANCE PROCEDURE:** Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

STEP 1: The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days. However, in event that the employee has a grievance against his/her supervisor, STEP 1 may be waived and the employee may proceed immediately to STEP 2. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence, it shall be deemed abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Department Head within five (5) working days after the supervisor's response is due. The Department Head shall respond to the Steward in writing within three (3) working days. If the grievance is not presented in writing in accordance with this stipulation within five (5) working days, it shall be deemed abandoned.

The employee may be represented by a Steward, the bargaining unit Union President or his designee. Time lost from work to process grievances, and such discussions or meetings by the grievant, steward and unit president or his designee will result in no loss of pay.

STEP 3: If the grievance still remains not settled, it shall be presented to the Business Administrator in writing within seven (7) working days after the response of the department head is due. The Business Administrator will hold a hearing within ten (10) working days of receipt of presentation of the grievance to him. The Business Administrator shall respond in writing within five (5) working days. If the grievance is not presented in writing, in accordance with this provision within seven (7) working days, it shall be deemed abandoned.

The employee may be represented by a steward, the bargaining unit president or his designee, and a representative of CWA. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and unit president or his designee will result in no loss of pay.

STEP 4: If the grievance still remains not settled, it shall be presented to the Mayor, in writing, within seven (7) working days after the response of the Business Administrator is due. The Mayor shall respond within thirty (30) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) working days, it shall be deemed abandoned.

STEP 5: If the grievance still remains not settled, the union may within fifteen (15) days after the reply of the Mayor is due, by written notice to the Mayor, request advisory non-binding arbitration. In the event advisory, non-binding arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The advisory, non-binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be nonbinding and advisory to both parties. The impartial arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument and upon his closing of the matter.

The expense for the arbitrator's services shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pay for the record and makes a copy available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for advisory, non-binding arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, changing, subtracting from or adding to the provisions of this agreement.

It is understood and agreed that the subject of general wages shall not be subject to advisory, non-binding arbitration.

It is intended by this provision to give an employee the option to appeal his case under the Department of Personnel Rules and Regulations and through Department of Personnel procedures or advisory non-binding arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Department of Personnel Rules and Regulations, but in effect only to give additional alternative remedy to any employee. A grievant may elect to proceed under either advisory, non-binding arbitration or through the Department of Personnel, not both.

## ARTICLE VI - HOURS OF WORK

### SECTION 1:

**WORK WEEK:** The work week shall consist of five (5) consecutive, seven (7) hour days or eight (8) hour days, inclusive, except for employees in six (6) day operations.

Shift employees will work according to shift schedules set forth by the department. Shift employees are not covered by the overtime provisions set forth in Article VI, Section II(A) of this contract. However, shift employees who are asked to work additional time beyond their scheduled

shifts will be paid overtime for all work performed in excess of eight (8) hours in any twenty-four (24) hour period.

**WORK SCHEDULE:** Work schedules showing the employee's shifts, workdays, and hours of work shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are discussed by the Union and the Employer.

## **SECTION II:**

**OVER TIME:** Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour;

- A. Daily - All work performed in excess of eight (8) hours in any twenty-four (24) hour period.
- B. All work performed in excess of thirty-five hours (35) for thirty-two and one-half hour (32 1/2) employees and thirty-five hour (35) employees; and all work performed in excess of forty (40) hours for forty (40) hour employees.
- C. All work performed on the sixth work day of any work week, provided the employee has worked a total of thirty-five (35) hours.
- D. All work performed on a holiday shall be paid at time and one-half plus holiday pay.
- E. For purposes of computing overtime, sick time and vacation time will be construed as days worked.
- F. An employee may elect to receive compensation for overtime in the form of cash compensation or compensatory time.
- G. An employee may accumulate up to 90 hours of compensatory time.

## **SECTION III:**

**PAY SCALES OR RATE OF PAY:** The pay scale for all employees covered by this agreement shall be as set forth in Appendix A attached.

Any employee who performs work in a higher paid classification other than his own for at least four (4) consecutive hours shall be paid at the rate of the higher classification when authorized by his immediate supervisor for the time actually worked in higher classification.

## **ARTICLE VII**



## **HOLIDAYS:**

A. There shall be fourteen (14) paid holidays annually during the term of this agreement. The following days will be recognized as holidays under this agreement:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 8. Labor Day               |
| 2. Martin Luther King    | 9. Columbus Day            |
| 3. Lincoln's Birthday    | 10. General Election Day   |
| 4. Washington's Birthday | 11. Veteran's Day          |
| 5. Good Friday           | 12. Thanksgiving Day       |
| 6. Memorial Day          | 13. Day After Thanksgiving |
| 7. Independence Day      | 14. Christmas Day          |

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. Or in the event the Township has to change the date to comply with State or County it will be celebrated on the date that Ewing Township sets forth.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, who may lose a day off as a result of this provision, shall be given a mutually agreeable day off at another time. In the event the Township has to change the date to comply with State or County, it will be celebrated on the date that Ewing Township sets forth.

D. In order to qualify for holiday pay, employees must work his/her scheduled workday immediately preceding and his/her workday immediately following the holiday unless on an excused absence.

E. Permanent and provisional employees with three (3) or more consecutive months seniority are eligible for holiday pay.

F. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

## **ARTICLE VIII**

### **VACATIONS:**

A. All permanent employees, full and part time and all provisional employees full and part time, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

From date of hire to completion of 1 year of continuous service	1 day per month
After completion of one year of continuous service	14 working days per year
After completion of 5 years of continuous service	17 working days per year
After completion of 11 years of continuous service	22 working days per year
After completion of 17 years of continuous service	23 working days per year
After completion of 19 years of continuous service	24 working days per year
After completion of 20 years of continuous service	25 working days per year

Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

Notwithstanding the above schedule, and the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year. The employee will receive prorated additional vacation entitlement on his/her anniversary date of hire, and will be allowed to take said additional vacation days within that calendar year. (Example: An employee who reaches his/her six year anniversary date on July 1st will be entitled to an additional one and one-half days to be used between July and December.)

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

C. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Under those circumstances, any unused vacation may be carried forward into the next succeeding year only, subject to Section I below.

D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year preceding, providing the latter can be taken during the year of return.

E. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his/her salary rate at the time of his/her death.

G. Vacation leave credit shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave.

H. Employees called back to work while on vacation shall receive double time for that time.

I. A permanent employee is permitted to carry over one-half of his/her yearly allotment of unused vacation into the following year solely, subject to the approval of the department head, said approval not to be unreasonably withheld. It is understood between the parties that the unused vacation cannot be carried over for more than one year.

J. Employees are required to submit requests for vacation leave no later than April 15, of each calendar year. Requests received after April 15, of each calendar year are at the discretion of the Employer and will not be based on seniority.

## ARTICLE IX

### GENERAL PROVISIONS

A. **BULLETIN BOARDS:** The employer agrees to make available a bulletin board in a common area of the Municipal Building. The said bulletin board shall be used for posting of the following notices: union meetings, union elections and returns, union appointments to office and union recreational or social affairs.

B. It is recognized that the Township has promulgated rules and regulations applicable to all unit employees. The parties specifically recognize the validity and effect of such rules and regulations, as attached. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective departments prior to formal agreement and adoption. Members of the respective units may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective departments.

C. **LONGEVITY:** Employees of the Township shall be paid in addition to their salaries, longevity pay on completion of the years of service as of the anniversary date of hire as listed below:

Year One of Contract

5 years.....	\$ 750.00	annually
10 years.....	\$ 950.00	annually
15 years.....	\$1,150.00	annually
20 years.....	\$1,350.00	annually
24 years.....	\$1,750.00	annually
30 years.....	\$2,150.00	annually
35 years.....	\$2,550.00	annually

#### Years Two and Three of Contract

5 years.....	\$ 800.00	annually
10 years.....	\$1,000.00	annually
15 years.....	\$1,200.00	annually
20 years.....	\$1,400.00	annually
24 years.....	\$1,800.00	annually
30 years.....	\$2,200.00	annually
35 years.....	\$2,600.00	annually

All employees who have completed the above required years of service shall be paid beginning with the next pay period for the pro-rated sums of longevity as set forth in the schedule herein above.

Full longevity shall be paid to full time permanent employees only and the amount to be paid shall be based on the years of continuous service with the Township. A part-time employee will receive pro-rated longevity pay, based on the number of continuous years of service with the Township in an amount equal to that amount scheduled above with respect to full-time employees of the Township, multiplied by a fraction, the numerator of which is equal to the average number of hours worked per week by the employee during the five year period immediately preceding the applicable longevity pay years of service anniversary date for such employee for purposes of the above schedule, and the denominator of which is the number of hours of work per week applicable to full-time employment for the part-time employee's position.

The aforementioned longevity payment will be distributed to the employee on a pro-rated basis in their bi-weekly salary payment from the Township during the course of the year. In other words, the employee in each of his checks from the Township will receive one-twenty-sixth (1/26th) of the longevity due him/her with the exception of over time hours.

**D. CLASSIFICATION AND JOB DESCRIPTION:** The classification for employees covered by this agreement are attached hereto as Appendix A and by reference are made a part of this agreement.

If during the term of this agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay therefore, prior to such changes being made

effective. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step 3 of this agreement.

Part-time employees who work consecutively one month or more in a full time capacity shall be entitled to receive the amount of compensatory time (i.e. sick, vacation, holiday, and personal days) off equal to that which is received by a full-time employee in the same position.

**E. LATENESS AND ABSENCE:** Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent.

If the employee does not call in, he will not be paid for the period unless circumstances beyond his control preclude his call. Excessive lateness and unjustified absence shall be cause for suspension or termination.

**F. CONTRACTING WORK OUT:** The Employer shall have the right at its discretion to apportion work by contract or sub-contract to others as it may see fit in order that the services which have to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees shall not result in a mass layoff of said employees covered by this agreement.

**G. REPORT TO WORK PAY:** An employee called to work after hours will get a minimum of two hours pay for being called to work. However, if the employee called to work actually works one hour or less, the second hour shall be paid at straight time.

**H. DEPUTY COURT CLERK:** The Deputy Court Clerk shall be compensated his/her rate of pay for performing job related duties at home for actual time spent.

**I. GAS ALLOWANCE:** Gas allocation may be provided to those employees who are required to use their personal vehicle for assigned Township business.

Township employees may receive a specified gas allocation or \$.21 cents per mile for use of their own personal vehicle for Township business. Employees may also be provided with a Township vehicle upon request of their Department Head and authorization of the Township Administrator or Mayor.

## ARTICLE X

### INSURANCE AND RETIREMENT BENEFITS:

**A. PRESCRIPTION PLAN:** The Township of Ewing will provide a prescription drug provision program. The premium for said prescription program shall be paid for by the Township of Ewing. The drug prescription program shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by a competent medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision

which shall not exceed \$7.00 per prescription for brand name prescription and \$1.00 for generic prescriptions and further subject to specific procedural and administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the program, and brochure describing the details of the program.

For retirees with at least 25 years of New Jersey State Pension Service, the Township shall pay one-half (1/2) of the cost of the prevailing prescription plan.

**B. BLUE CROSS/BLUE SHIELD:** The Employer will provide hospitalization and medical insurance, including major medical insurance, through New Jersey Blue Cross - Blue Shield, or a substantially equivalent plan available through the State Health Benefit Plan or other substantially equivalent plan, to all employees and their dependents covered under this agreement, as defined in the program. The employee and his/her dependents (as set forth in the State of New Jersey Health Benefit Act Program) will be eligible for this benefit after the permanent employee has been continuously employed for a minimum of 60 days. During the term of this contract, after the open enrollment period during the calendar year of 1997, commencing July 1, 1997, all employees covered by this contract who are in what is classified as a "traditional plan," shall have deducted from their bi-weekly pay the sum of \$5.00 to be utilized towards the payment of the health benefits provided for the employee and his or her dependents under this section of the Collective Bargaining Agreement, not to exceed \$130.00 per annum.

**C. INSURANCE PREMIUMS:** The Employer will pay the premium for hospitalization and medical insurance coverage for a permanent employee and his/her dependents, the dependents as defined in the State of New Jersey Health Benefits Program, after the permanent employee has retired, up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88 and subject to the co-pay provisions applicable to active employees as set forth elsewhere in this contract.

**D. OPTICAL PLAN:** Permanent and provisional employees covered by this agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills:

Full time employees and eligible dependents as defined shall be eligible for a maximum payment of \$120.00 or the cost, whichever is less, of an eye examination by an ophthalmologist or an optometrist and the cost of prescription optical lenses, with not more than one (1) payment per individual every two years.

The employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for the benefit after the permanent employee has been continuously employed for a minimum of sixty (60) days.

**E. DENTAL PLAN:** Upon execution of this agreement by all parties, the Township of Ewing will provide certain dental benefits to all eligible unit employees and their eligible dependents, as set forth previously. There shall be a total \$50.00 dental deductible per year for the eligible employee and his/her eligible dependents. The Township will pay a total maximum for dental services for the eligible employee and his/her eligible dependents in the sum of \$750.00 for each contract year. The employee must submit paid receipts for all dental services incurred, and must complete and sign vouchers for the dental services to qualify for payment by the Township of Ewing.

**F. PART-TIME EMPLOYEE MEDICAL BENEFITS:** As to all medical benefits, part-time employees employed as of June 30, 1996 who are working at least 20 hours per week, shall continue to receive the medical benefits provided to full time employees. Any employees hired part-time after July 1, 1996 shall be subject to any hours of work standard adopted by the employer relating to qualifying for medical benefits.

## ARTICLE XI

### ACCESS TO PERSONNEL FOLDER AND EVALUATION:

A. An employee shall within five (5) working days of written request to the Personnel Department have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this agreement. He/she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his/her file.

B. Each regular written evaluation of work performance may be reviewed with the employee and the employee may place his or her signature or not place his or her signature on the evaluation form. Such signature does not mean agreement with the contents of the evaluation unless such agreement is stated thereon.

## ARTICLE XII

### PERSONAL DAYS:

Employees covered by the provisions of this agreement, shall be entitled to three (3) days per year leave of absence with pay for personal business. Said leave shall not be taken unless 24 hours notice thereof has been given to the employee's supervisor. In the event that less than 24 hours notice is given said leave may be taken only upon authorization by said supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personnel days shall not be taken in conjunction with vacation, holiday, or sick leave, except in an emergency situation. If there is an emergency situation, the 24 hour notice requirement is waived, but approval of the department head is required, and proof of the emergency shall subsequently be provided to the employer. Upon retirement or termination of employment, personal days shall be pro-rated as per each third of the contract year.

## ARTICLE XIII

### POSTING OF JOBS:

All positions within the Township that become available through vacancy due to retirement, promotions, reclassification, etc. will be posted in all work locations on the bulletin boards. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making applications and said application must be made within five (5) working days of posting. A copy of the posting will be given to the Chief Steward.

## ARTICLE XIV

### WORKING UNIFORMS:

A. Nurses clothing allowance shall be \$250.00 for the period 7/1/96, thru 6/30/97 and \$300.00 for the period 7/1/97 thru 6/30/98 and \$350.00 for the period 7/1/98 thru 6/30/99.

B. Animal Control Officers clothing allowance shall be \$400.00 for the period 7/1/96 thru 6/30/97 and \$450.00 for the period 7/1/97 through 6/30/98 and \$450.00 for the period 7/1/98 thru 6/30/99.

C. Civilian Dispatchers clothing allowance shall be \$400.00 for the period 7/1/96 thru 6/30/97, \$450.00 for the period 7/1/97 thru 6/30/98 and \$450.00 for the period 7/1/98 thru 6/30/99.

D. The clothing allowance shall be received one-half on the first pay period in July and one-half on the first pay period in January of each contract year.

E. Employees may ask the Township Business Administrator for a uniform replacement if they have spent their allowance on new uniforms and their uniform is ruined in the line of work.

F. Failure to wear appropriate uniforms during regularly scheduled work hours or overtime, excepting emergencies, will result in disciplinary action.

G. All inspectors required to perform field work shall be entitled to receive a Safety Boot allowance of up to \$75.00 for the purchase of safety boots when said boots are so worn or damaged as to require replacement as authorized by supervision.

## ARTICLE XV

### UNUSED SICK LEAVE-RETIREMENT:



Permanent employees in the bargaining unit who enter regular retirement in accordance with P.E.R.S. , and have to his/her credit, any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employees daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation shall exceed fifteen thousand (\$15,000.00) dollars. This supplemental compensation shall be paid in a lump sum within 60 days after the effective date of retirement. However, if the employee has failed to notify the municipality in writing at least six (6) months prior to the employee's effective date of retirement of the employees intent to retire, the accumulated sick time buyback will be paid in the following calendar year.

With regard to an employee who dies, if any permanent employee of the unit shall die and have to his/her credit any earned and unused accumulated sick leave, then the deceased member's estate shall be entitled to receive supplemental payment for such earned and unused accumulated sick leave as defined above. Payment to be made shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental compensation shall exceed fifteen thousand (\$15,000.00) dollars for a death during the period 7/1/96 through 6/30/99, to be paid to the estate within eight (8) months after the death of the employee.

## ARTICLE XVI

### WAGES:

A. For the period 7/1/96 thru 6/30/97, employees covered by this agreement shall receive a 4% increase over base wages as of June 30, 1996.

B - For the period 7/1/97 thru 6/30/98, employees covered by this agreement shall receive a 4% increase over base wages as of June 30 , 1997.

C. For the period 7/1/98 thru 6/30/99, employees covered by this agreement shall receive 4% increase over base wages as of June 30, 1998.

D. Current employees must have been employed for 3 months to be eligible for the above wage increases.

E. All employees hired as full time employees after July 1, 1996 shall be required to work either 35 hours per week or 40 hours per week, as appropriate and determined at time of hire. All current employees working 32.5 hours per week may elect in writing to begin working 35 hours per week and receive additional pay equal to 7.69% of their base salary at the time the employee commences the increased hours. This election once made shall not be subject to

withdrawal or change by the employee. Current employees must make this election no later than June 30, 1997 in order to receive an incentive equal to 1% of their base salary as of June 30, 1996. This 1% increase shall become effective on the date the employee commences working the 35 hour work week.

#### ARTICLE XVII

##### **TERM OF CONTRACT:**

This agreement shall be effective as of the first day of July 1996, and shall remain in full force and effect until midnight on June 30, 1999. Negotiations concerning any renewal or replacement for the fiscal year 1999 - 2000 shall commence on March 1, 1999, by and between the parties hereto by notice by either served, regular mail, upon the other.

#### ARTICLE XVIII

##### **SEPARABILITY AND SAVINGS:**

If any provision of this agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Personnel or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be in-operative but all other provisions of this agreement shall not be affected thereby and shall continue in full force and effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

#### ARTICLE XIX

##### **HEALTH AND SAFETY:**

The Township agrees that it shall to the best of its ability, provide a safe and healthy workplace for its employees in compliance with all applicable Federal and State laws and regulations. Employees are required to take all steps required and within the employee's control to maintain a safe and healthy workplace.

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first herein above written.

WITNESS:

Lucas E. Watters

TOWNSHIP OF EWING

BY:

Alfred W. Bridges  
ALFRED BRIDGES, MAYOR

WITNESS:

Dudley Ross

FOR THE UNION

James J. Torke  
Alfred Hill  
Charles A. Kosiński  
Sam Hedrick  
Rosemary Redington  
Beverly A. Key  
Monia German

EWING TOWNSHIP - CWA

7/1/96 to 6/30/99

MINIMUM STARTING SALARIES

Minimum starting salaries (based on 35 hours unless noted)

Account Clerk . . . . .	\$14,853.00
Animal Control Officer* . . . . .	19,880.00
Assessing Aide . . . . .	19,880.00
Assessing Clerk . . . . .	16,670.00
Building Inspector . . . . .	27,370.00
Clerk Stenographer . . . . .	14,853.00
Clerk Typist . . . . .	14,000.00
Clerk Typist (Road & Rec and Sanitation)* . . . . .	14,000.00
Communications Operator* . . . . .	20,950.00
Communications Operator* (after 90 days and receipt of certification for 911 and NCIC) . . . . .	22,000.00
Fire Prevention Inspector . . . . .	19,880.00
Fire Protection Inspector . . . . .	19,880.00
Principal Clerk Typist . . . . .	15,710.00
Public Health Nurse . . . . .	19,880.00
Rec Leader Senior Citizen . . . . .	18,000.00
Sanitary Inspector . . . . .	19,880.00
Senior Account Clerk . . . . .	15,710.00
Senior Clerk Stenographer . . . . .	15,710.00
Senior Clerk Typist . . . . .	14,853.00
Telephone/Receptionist . . . . .	14,000.00
Van Driver/Senior Citizens . . . . .	16,670.00

(\* based on 40 hour work week)

Minimum salaries for part-time employees will be proportionate, based on the above schedule (e.g. a senior clerk typist working 20 hours per week would be paid 20/35ths of a full time senior clerk typist).

# CWA APPENDIX A.

7/1/96 TO 6/30/99

HIRE DATE	DEPT.	TITLE	NAME	MINIMUM			
				STARTING	96/97 BASE 4%	97/98 BASE 4%	98/99 BASE 4%
				SALARY	35 HR PWK	35 HR PWK	35 HR PWK
0/31/89	tax	sr acct clk	andrusiewicz	15,710	22,089	22,973	23,891
1/16/81	assessor	clerk typ	bamberger	14,000	21,876	22,751	23,661
9/14/87	tax	sr acct clk	bentivogli	15,710	27,573	28,676	29,823
5/30/95	admin	telep recpt	britt	14,000	15,228	15,837	16,470
6/13/88	court	sr clk typ	buck	14,853	20,952	21,790	22,662
0/14/80	police	princ clk typ	burrows	15,710	26,084	27,128	28,213
0/06/69	tax	sr acct clk	caccamis	15,710	30,999	32,239	33,529
1/13/95	health	l.p.n. p/t	canulli	12,519	13,020	13,541	14,082
1/09/87	police	sr clk typ	catana	14,853	22,177	23,064	23,987
3/11/76	police	sr clk typ	dey	14,853	23,751	24,701	25,689
2/04/89	police	sr clk steno	dimaggio	15,710	21,587	22,450	23,348
3/01/84	seniors	clerk typ	dyer	14,000	21,366	22,221	23,110
3/24/80	health	sr clk typ	germain	14,853	25,409	26,425	27,482
0/24/88	court	clerk typ	harker	14,000	19,643	20,429	21,246
3/22/88	construction	bidg insp	hecrick	27,370	35,580	37,003	38,483
3/21/76	seniors	rec.ldr.sr.cit	howarth	18,000	28,166	29,293	30,465
1/27/95	clerk	clerk typ	hughes	14,000	15,228	15,837	16,470
4/09/84	health	sr clk typ	kimbrough	14,853	22,096	22,980	23,899
3/02/87	construction	fire prev insp	klosinski	19,880	34,592	35,976	37,415
3/18/95	recreation	clerk typ	kownacky	14,000	15,228	15,837	16,470
3/24/87	health	sanit insp	lee	19,880	39,828	41,422	43,078
1/05/87	court	princ clk typ	litz	15,710	24,287	25,258	26,269
3/12/90	court	acct clerk	mahan	14,853	22,595	23,498	24,438
2/03/90	assessor	assess aid	manusco	19,880	24,539	25,521	26,542
1/20/87	police	sr clk typ	martin	14,853	21,260	22,110	22,995
3/04/93	assessor	assess clk	miller	16,670	19,642	20,428	21,245
1/08/79	tax	sr acct clk	otourke	15,710	27,573	28,676	29,823
2/05/87	court	princ clk typ	pelligrino	15,710	24,287	25,258	26,269

# CWA APPENDIX A.

7/1/96 TO 6/30/99

HIRE DATE	DEPT.	TITLE	NAME	MINIMUM			
				STARTING	96/97 BASE 4%	97/98 BASE 4%	98/99 BASE 4%
				SALARY	35 HR./WK	35 HR./WK	35 HR./WK

05/06/92	seniors	van dr sr citz	spann	16,670	20,527	21,348	22,202
03/08/93	construction	sr clk typ	vadrca	14,853	17,368	18,063	18,786
08/19/85	recreation	prnc clk typ	wallace	15,710	23,263	24,194	25,161
07/11/88	construction	fire prev insp	weyand	19,880	30,025	31,226	32,476
08/28/89	count	clerk typ p/t	whitaker	7,726	10,835	11,268	11,719
10/01/81	health	pub hlt nurse	zera	19,880	32,501	33,801	35,153

## 32.5 hour employees

03/18/91	clerk	sr clk typ	mendola	14,853	17,698	18,406	19,142
11/03/80	police	clk steno	mesday	14,853	23,504	24,444	25,422
10/12/94	police	clk typ	hansbury	14,000	14,620	15,205	15,813

## 40 hour employees

10/01/90	sanitation	clerk typ	alleyne	14,000	23,055	23,977	24,936
09/18/95	road	clerk typ	calto	14,000	17,126	17,811	18,523

09/05/95	police	911 dspch	cruser	20,950	22,000	22,880	23,795
04/06/92	police	911 dspch	duncan	20,950	24,904	25,900	26,936
01/16/96	police	911 dspch	ewing	20,950	22,000	22,880	23,795
02/14/94	police	911 dspch	floyd	20,950	22,880	23,795	24,747
09/12/94	police	911 dspch	hoarn	20,950	22,880	23,795	24,747
09/12/94	police	911 dspch	lamson	20,950	22,880	23,795	24,747
02/14/94	police	911 dspch	lucido	20,950	22,880	23,795	24,747
09/12/94	police	911 dspch	mckee	20,950	22,880	23,795	24,747

05/05/84	health	a.c.o.	dill	19,880	27,710	28,818	29,971
10/29/90	health	a.c.o. p/t	smith, d	11,106	13,400	13,936	14,493